

JS-6

**THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

BERRY & LUSSIER
A PROFESSIONAL CORPORATION

EVEREADY BATTERY
COMPANY, INC., a Delaware
corporation,

Plaintiff,

v.

LEED IMPORTS, INC., et al.

Defendants.

and related counterclaim.

Case No. CV 10-4337-ODW-VBKx

**STIPULATED CONSENT FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

WHEREAS, this action having been commenced by the Plaintiff, Eveready Battery Company, Inc. (“Eveready”) against the Defendants Leed Imports, Inc., a California corporation (“Leed Imports”), and Farhad Zarifpour a/k/a Fred Zarifpour, an individual (“Zarifpour”), individually and jointly, d/b/a Leed Imports d/b/a Leedimports.com (collectively the “Leed Imports Defendants”), alleging *inter alia*, trademark counterfeiting and trademark infringement, false designation of origin, trademark dilution, California Trademark Infringement Pursuant To



California's Business And Professions Code §§14245, 14250, California Unfair Competition, Pursuant To California's Business And Professions Code §17200, and California Trademark Dilution Pursuant To California's Business And Professions Code §§14247, 14250 and a copy of the Summonses, and Complaint having been served upon the Leed Imports Defendants; and

WHEREAS, the Defendant Leed Imports, Inc. filed a Counterclaim against Eveready for cancelation of Eveready's trademarks, and a copy of the Counterclaim having been served on Eveready:

IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction of the subject matter of all counts of the Complaint and Counterclaim and over the named parties hereto.

2. Eveready is the owner of the following trademarks (the "Eveready Marks") in connection with high quality batteries:

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
	3,065,384	March 7, 2006
	3,323,840	October 30, 2007
	2,877,603	August 24, 2004
	2,957,362	May 31, 2005
	3,015,604	November 15, 2005
	3,017,894	November 22, 2005
	3,065,384	March 7, 2006
	3,066,079	March 7, 2006
	3,084,603	April 25, 2006
	3,323,840	October 30, 2007

3. The Leed Imports Defendants and their respective officers, agents, servants, successors in interest employees and attorneys, and all persons in active

1 concert and participation with them are hereby permanently restrained and
2 enjoined, pending termination of this action from:

- 3 A. manufacturing or causing to be manufactured, importing,
4 advertising, or promoting, distributing, selling or offering to sell
5 any goods and/or packaging bearing counterfeits or
6 infringements or colorable imitations of the Eveready Marks;
7 B. using any counterfeit or colorable imitation, or reproduction or
8 copy of the foregoing, of the Eveready Marks in connection with
9 the publicity, promotion, sale, or advertising of any goods sold
10 by the Leed Imports Defendants;
11 C. from repackaging any products, including genuine Eveready
12 products, in packaging bearing, other than on visible genuine
13 Eveready product, any one or more of the Eveready Marks,
14 including but not limited to, the current Leed Imports
15 Defendants' packaging at issue in this action (the "Accused
16 Packaging"), a sample of which is attached hereto as Exhibit
17 "1;"
18 D. effecting assignments or transfers, forming new entities or
19 associations or utilizing any other device for the purpose of
20 circumventing or otherwise avoiding the prohibitions set forth in
21 subparagraphs (A) through (C) and
22 E. This injunction is not violated by the advertising, publicizing
23 promoting, distributing, selling or offering for sale of repacked
24 genuine Eveready products that are in a clear compartment or
25 blistered packed onto the packaging that is attached hereto as
26 Exhibit "2."

4. The causes of action set forth in the Complaint and the Counterclaim,

between the Plaintiff and the Leed Imports Defendants are hereby dismissed, with prejudice, subject to the terms of the Settlement Agreement between the parties.

5. The parties' shall each bear their respective attorney's fees and costs incurred in connection with this action.

6. This Court will retain continuing jurisdiction over this cause (1) to construe, enforce and/or implement the terms of this Judgment and the Permanent Injunction upon application by any party; (2) for the purpose of making any orders that are necessary or proper for the construction, modification or enforcement of this Judgment and the Permanent Injunction, or for the punishment of any violation thereof; and (3) to enforce the terms of the Settlement Agreement between the parties.

Dated: September 16, 2010


OTIS D. WRIGHT, II
United States District Judge

Submitted by:

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